TERMS AND CONDITIONS FOR YOUNG BARNET FOUNDATION'S SPACE 2 GROW CHILDREN AND YOUNG PEOPLE'S FUND

SPACE2GROW #24 – EASTER HOLIDAY 2022 ACTIVITY & FOOD PROVISION

These terms and conditions are **BETWEEN:**

(1) Young Barnet Foundation of Old East Barnet Library 85 Brookhill Road East Barnet EN4 8SG registered charity no: 1164713 **("YBF")**; and

(2) The grant recipient which is, if the organisation named on the Bank Account Form is an incorporated entity, that organisation; and if the organisation named on the Bank Account Form is an unincorporated entity, the Delivery Agent named in the Application Form (**"You"** and **"Your").**

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

1.1	**"Application Form"**	the final agreed application form sent by You to YBF (subject to any variations subsequently agreed in writing or made in accordance with this Agreement);
1.2	**"Bank Account Form"**	the bank account form sent to You with this Agreement;
1.3	**"Commencement Date"**	the date on which You send to us the confirmation email confirming Your acceptance of this Agreement;
1.4	**"Grant"**	the sum set out in the Application Form and Bank Account Form to be paid to You subject to the terms of this Agreement;
1.5	**"Grant Period"**	the period from the Commencement Date to the end of the final week of the Project;
1.6	**"In Writing"**	includes by email;
1.7	**"LBB"**	London Borough of Barnet and funder of *Space2Grow #24*
1.8	**"Payment Guidance"**	the payment guidance sent to You with this Agreement;

1.9	**"Project"**	delivery of the project by You as described in the Application Form;
1.10	**"Start Month"**	the month of the first block of the Project as stated on the Application Form.
1.11	**Space2Grow #24**	Twenty-fourth round of funding from the Space 2 Grow Children and Young People's Fund. Also referred to as Space2Grow#24 for branding purposes.
1.12	**"Monitoring and Evaluation Form"**	the monitoring and evaluation form sent to You with this Agreement

2. ACCEPTANCE AND PURPOSE OF GRANT

2.1 You agree that You can accept the terms of, and enter into, this Agreement and, if you are an incorporated entity, that the individual entering into this Agreement by email confirmation to YBF has authority to enter into this Agreement on behalf of Your organisation.

2.2 You will use the Grant only for the delivery of the Project and in accordance with this Agreement, your Application Form or any agreed variance. The Grant will not be used for any other purpose without the prior consent of YBF In Writing.

2.3 You will not make any significant change to the Project as described in your Application without the prior consent of YBF In Writing.

2.4 The Delivery Agent (who will be You if You are an unincorporated entity) will:

2.4.1 Ensure compliance with all terms of this Agreement; and

2.4.2 Coordinate and manage the Project in accordance with this Agreement.

The Delivery Agent as named in the Application Form will not be changed during the Grant Period, except with the prior written consent of YBF. If the Delivery Agent changes during the Grant Period without YBF's prior written consent, this amounts to a failure to comply with the Grant Application Form for the purpose of clause 10.1.

2.5 The Delivery Agent as named in the Application Form will be responsible for COVID-19 Secure Planning and Delivery. By this we mean:

2.5.1 Have read and familiarised with latest Government and NYA guidance

2.5.2 In addition to any usual risk assessments carried out complete a full Covid19 Risk Assessment that adheres to Government guidelines for delivery of such services

2.4.3 Have obtained the relevant permissions if delivering in public spaces

3. PAYMENT OF GRANT

3.1. Subject to clause 10, YBF will pay 85% of the Grant to You on return of Bank Payment Form, with 15% on return of your M&E and subject to recalculation based on your actual attendance figures.

3.2 You agree and accept that payments of the Grant can only be made to the extent that you have satisfied the criteria and agree to return the Monitoring and Evaluation Form and associated spreadsheets on the day your project completes.

3.3 No Grant, or part of the Grant, will be paid unless and until YBF has approved the Grant and YBF is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.4 The amount of the Grant will not be increased in the event of any overspend by You in Your delivery of the Project.

3.5 However, following review of your submitted Monitoring & Evaluation, the final payment of your grant may be increased to reflect final achieved figures, subject to prior notification to Young Barnet Foundation and submission of daily figures.

3.6 You will promptly repay to YBF any money incorrectly paid to You either as a result of an administrative error or otherwise.

3.7 Failure to return the completed Monitoring and Evaluation Form will exclude you from future Space 2 Grow Funding.

4. USE OF GRANT

4.1 The Grant will be used by You only for the delivery of the Project in accordance with the agreed budget as set out in the Application Form.

4.2 There will be no additional funding available from YBF for any liabilities arising at the end of the Grant Period.

4.3 Should any part of the Grant remain unspent at the end of the Grant Period, YBF may either demand that the unspent monies are returned to Space 2 Grow funds or, if YBF agrees In Writing, You may retain the unspent monies to use as agreed between You and YBF In Writing.

4.4 You agree to commence delivery of the Project by the Start Date in the Application Form, unless otherwise agreed in writing by YBF.

5. STATUTORY AND REGULATORY COMPLIANCE; COMPLAINTS, COMMENTS & COMPLIMENTS

5.1 You will comply with all statutory requirements and other laws and regulations relating to the Project and Grant including (but not limited to) all child protection and safeguarding, health and safety, equality, data protection, bribery, public procurement and employment, laws and regulations, and will do nothing nor act in a manner that will result in YBF breaching the same. You acknowledge that your compliance with all statutory requirements and other laws and regulations is Your responsibility and is not the responsibility of YBF. You will provide all information and documents reasonably required by YBF to evidence your compliance with statutory requirements and other laws and regulations.

If there are any concerns regarding the safeguarding of a child, you will refer information to Barnet Multi-Agency Safeguarding Hub (MASH). Concerns are to be reported with immediate effect. Barnet MASH can be contacted on 020 8359 4066. Barnet's safeguarding procedures can be found here: **https://thebarnetscp.org.uk/bscp/professionals/reporting-a-concern-about-a-child-1**

5.2 You will comply with the Equality Act 2010 (as amended from time to time) and will not discriminate on the grounds of age, disability, gender reassignment, marriage and civil

partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation other than in accordance with lawful justification.

5.3 You will comply fully with the Data Protection Act 2018 and all related guidance from the Information Commissioner's Office and the new General Data Protection Regulation (GDPR).

5.4 You will have a Complaints, Compliments and Comments procedure in place. You will be expected to make Service Users aware of the procedure if they believe a Service User wishes to make a Complaint, Compliment or Comment. You will be requested to inform Young Barnet Foundation of any complaints regarding Space2Grow funded projects at the earliest opportunity and to keep Young Barnet Foundation informed as to the progress and outcome of such complaints.

5.5 Where such complaints as indicated in 5.4 above are of a material nature or where you do not appear to be following due process, Young Barnet Foundation reserves the right to inform the funders of the Space2Grow fund of the details and progress of the complaint

6. ACCOUNTS AND RECORDS

6.1 You will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant payments You receive.

6.2 You will keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 6 years following receipt of any Grant payments to which they relate. YBF shall have the right to review, at YBF's reasonable request, Your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

6.3 You will comply and cooperate with all reasonable requests from YBF for information related to the Grant or Project, and access to your records.

6.4 You will comply with all applicable legal and statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.

7. MONITORING AND REPORTING

7.1 You will closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being followed.

7.2 Throughout and after the Grant Period, YBF and/or LBB may request information and reports on Your Project.

7.3 A YBF and/or LBB representative may like to attend one or more session(s) or final presentation of your project.

7.4 You will complete and submit the Monitoring and Evaluation form and associated spreadsheets no later than the day of completion of your project. You understand and acknowledge that failure to do so may preclude your organisation from future rounds of Space2Grow funding, until this is rectified. Moreover, Young Barnet Foundation maintains the right to withhold the final grant payment until the Monitoring & Evaluation is completed.

8. ACKNOWLEDGMENT AND PUBLICITY

8.1 You will acknowledge the Grant, on your website and social media using quotes from the YBF as provide in the Press Release.

8.2 You are eligible to use and encouraged to use, the YBF Space 2 Grow Logo and LBB as provided by YBF on your literature for the Project, Website and Social Media.

8.3 YBF and/or LBB may acknowledge Your involvement in the Project as they deem appropriate.

9. BRANDING AND SPONSORSHIP

9.1 You agree to comply with any branding guidelines and instructions provided to you by YBF &/or LBB and will cease use of the YBF Space 2 Grow Logo immediately if YBF instructs You to do so In Writing.

10. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

10.1.1 Without prejudice to YBF's other rights and remedies, YBF may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

10.1.2 You use the Grant for purposes other than the Project or do not comply with any part of the Application Form (which in both cases amounts to a material breach of this Agreement);

10.1.3 You act in a manner or carry out activities which bring or are reasonably likely to bring YBF, the project and/or LBB into disrepute;

10.1.4 the delivery of the Project does not start, unless otherwise consented to by YBF In Writing;

10.1.5 You are, in the reasonable opinion of YBF, delivering the Project in a negligent manner or are breaching any statute, laws or regulations.

10.1.6 All or any amount of the Grant was incorrectly paid to You (including as a result of an administrative error);

10.1.7 You provide YBF and/or LBB with any materially misleading or inaccurate information;

10.1.8 You (or your community club if You are an individual) cease, or threaten to cease to, to operate, trade or exist for any reason;

10.1.9 You (or your community club if You are an individual) become, or threaten to become insolvent; and/or

10.1.10 You fail to comply with any of the terms in this Agreement and fail to rectify any such failure within **7 working days** of receiving written notice from YBF.

10.2 Should You be subject to financial or other difficulties which are capable of having (or have already had) a material impact on Your delivery of the Project or compliance with this Agreement You will notify YBF as soon as possible.

10.3 Young Barnet Foundation reserves the right to request repayment of part or all of the grant provided, should Government restrictions or guidance relating to the COVID-19 pandemic mean that you are not able to deliver your project as originally planned (for instance due to limitation of numbers etc).

11. LIMITATION OF LIABILITY AND INDEMNITY

11.1 The parties agree that legal liability arising out of or in connection with the Grant and/or Project rests with You.

11.2 YBF, LBB and their directors, officers, employees, agents, representatives and sub-contractors, will not be liable or responsible, financially or otherwise, for any expenditure, damages and/or loss arising out of any non-payment of the Grant on any due date, or otherwise arising in connection with the Grant, Project and/or Your failure to comply with this Agreement.

11.3 Subject to clauses 11.1 and 11.2, the maximum aggregate liability of YBF collectively to You for any reason under or in connection to this Agreement will not exceed the Grant, save in the event of any loss, damage or expense arising as a consequence of any fraud or fraudulent activity or for liability for death or personal injury resulting from YBF's negligence.

11.4 You will indemnify and hold harmless YBF, LBB, their directors, officers, employees, agents, representatives and sub-contractors, with respect to all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of income, loss of reputation and all interest, penalties and legal costs, calculated on a full indemnity basis, and all other professional costs and expenses) suffered or incurred by YBF arising out of or in connection with:

11.4.1 any breach of any provision of this Agreement; and/or

11.4.2 Your negligent performance or non-performance of this Agreement.

11.5 You will maintain in force during the Grant Period and for a reasonable period after the Grant Period adequate insurance cover in respect of the Project and Your obligations under this Agreement, and provide evidence of such cover to YBF. In particular, you will send to YBF a copy of Your public liability insurance before the start of the Project Period if not already submitted.

12. DATA PROTECTION

12.1 You will ensure all necessary consents are obtained from personnel and participants involved in the Project to comply with the Data Protection Act 2018 and/or General Data Protection Regulation (GDPR) and all guidance of the Information Commissioner's office when collecting and holding personal data, and inputting data into the Portal.

12.2 YBF can only view data in anonymous (non-personalised) format as requested in the Monitoring and Evaluation Form. YBF will use this data to produce a report for our funders but also for our members and any statutory services to highlight the positive work provided by You and other Member organisations with the Children and Young People of the London Borough of Barnet.

12.3 The Attendee Data Spreadsheet, which forms part of the Monitoring & Evaluation of your project, does contain Personally Identifiable Data relating to the Attendees to your Project; This data will be held securely by Young Barnet Foundation, and will **only** be shared with Barnet Council for the purposes of verifying those attendees who are currently in receipt of Free School Meals. Young Barnet Foundation and Barnet Council will ensure that this data is deleted once this verification process is complete. Young Barnet Foundation has a data sharing agreement in place with Barnet Council. By accepting any offer of grant, you are deemed to be agreeing with this process.

12.4 YBF will provide You with template data collection forms (our Monitoring and Evaluation Form) but provides no advice or assurance in respect of compliance with data protection or

privacy legislation and related guidance. It is Your responsibility to comply with such legislation and guidance in accordance with clause 12.1.

13. WARRANTIES

13.1 You warrant, undertake and agree that:

13.1.1 You have all necessary resources and expertise to deliver the Project and are not aware of any matter which might reasonably have influenced YBF's and/or LBB's grant panels decision to fund and/or approve the Grant;

13.1.2 You will use the Grant economically, efficiently and effectively;

13.1.3 All financial and other information concerning You that has been or will be disclosed to us by You is to the best of Your knowledge and belief, true and fair;

13.1.4 You have and will keep in place systems to deal with the prevention of fraud and/or administrative malfunction.

14. CONFIDENTIALITY AND FREEDOM OF INFORMATION

14.1 Subject to the following provisions of this clause 14, neither party will, without the other party's prior consent In Writing, use or disclose any confidential information relating to the other party or, in the case of You, about YBF and/or LBB, which You learn as a consequence of receiving the Grant, entering into this Agreement and/or delivering the Project.

14.2 Clause 14 does not apply to information disclosed by either party under the requirements of a governmental authority or judicial order or legal requirement (including disclosure required under the Freedom of Information Act 2000) or to information already in the public domain (otherwise than as a result of a breach of confidence by the disclosing party), provided that where reasonably practicable the disclosing party consults with the other party before disclosing confidential information under this clause.

14.3 You acknowledge that LBB is a public authority and YBF is in receipt of public funds and as such they may be subject to statutory or other obligations/requirements to permit access to information held by YBF or You. You will without charge promptly provide all assistance as YBF and LBB reasonably require in order that YBF and/ or LBB may comply with the lawful and proper requests for access to documents and information held by You.

15. DURATION

15.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the Monitoring and Evaluation form is submitted at the end of the project.

15.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive expiry or termination and continue in full force and effect until they have been fulfilled.

15.3 YBF may terminate this Agreement and any Grant payments upon giving You one month's notice In Writing should it be required to do so by financial restraints or for any other reason.

16. ASSIGNMENT

You may not, without the prior written consent of YBF, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

17. DISPUTE RESOLUTION

In the case of any dispute in relation to the Grant (other than in respect of YBF's right to withhold or delay payment of Grant instalments or withdraw), the parties will use their best efforts to negotiate in good faith and settle amicably such dispute through negotiations.

18. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between YBF and You, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

19. GOVERNING LAW

This Agreement is governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

20. THIRD PARTY RIGHTS

No person who is not a party to this Agreement will have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, except to the extent that YBF can enforce and enjoy the benefit of any of its rights, and Your warranties, assurances and obligations to YBF, under this Agreement.

21. FORCE MAJEURE

Either party may delay performance of an obligation under this Agreement, and in particular YBF may delay or suspend any obligation to make a payment under this Agreement, if it cannot perform the obligation for circumstances outside its reasonable control.

22. VARIATION

This Agreement may only be varied by agreement In Writing by both parties.

Space2Grow#24 is funded in partnership with: